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FIRST AMERICAN TITLE

AW # 479423

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10/30/98 4:00 PM 29.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: R JORDAN DEPUTY - WI

WHEN RECORDED, MAIL TO:

Ervin R. Holmes, Esq.  
Stole Rives LLP  
201 South Main Street, Suite 1100  
Salt Lake City, Utah 84111

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT ("Agreement") is made and entered into this 30th day of October, 1998, by and between MT. JORDAN LIMITED, a Utah limited partnership (hereinafter sometimes referred to as "Mt. Jordan"), and GENEVA ROCK PRODUCTS, INC., a Utah corporation (hereinafter sometimes referred to as "Geneva Rock").

RECITALS:

A. Mt. Jordan is the owner of certain real property located in Salt Lake County, State of Utah and more particularly described in Exhibit A attached hereto (hereinafter referred to as the "Mt. Jordan Property").

B. Concurrently with the execution of this Agreement, Geneva Rock is acquiring from Mt. Jordan a parcel of real property situated adjacent to the Mt. Jordan Property in Salt Lake County, State of Utah which is more particularly described in Exhibit B attached hereto (hereinafter referred to as the "Geneva Property").

C. A private road (hereinafter referred to as the "Primary Access") presently serves as the primary ingress and egress to both the Geneva Property and the Mt. Jordan Property. The Mt. Jordan Property includes thirty feet which is the west one-half (1/2), measured from the center line, of the Primary Access (such portion of the Primary Access more particularly described in Exhibit C attached hereto and being referred to herein as the "Mt. Jordan Easement Property").

D. The Geneva Property includes thirty feet which is the east one-half (1/2), measured from the center line, of the Primary Access (such portion of the Primary Access more particularly described in Exhibit D attached hereto and being referred to herein as the "Geneva Easement Property").

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NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves and their heirs, successors, and assigns as follows:

1. Mt. Jordan Easement. Mt. Jordan hereby grants, conveys, and transfers to Geneva Rock, and all of its tenants, invitees, licensees, visitors, employees, successors, and assigns, a perpetual, nonexclusive easement and right-of-way over, upon, along, and across that portion of the Primary Access located within the Mt. Jordan Property and defined above as the Mt. Jordan Easement Property, for the purposes of construction and maintenance of roads, walkways, bridges, and for ingress and egress to and from the Geneva Property, or any portion thereof, and for the purposes of installation and maintenance of any service or utility lines of any nature, poles, piping, support structures, etc., as necessary or convenient for providing utilities and services to the Geneva Property, or any portion thereof.

2. Geneva Easement. Geneva Rock hereby grants, conveys, and transfers to Mt. Jordan, and all of its tenants, invitees, licensees, visitors, employees, successors, and assigns, a perpetual, nonexclusive easement and right-of-way over, upon, along, and across that portion of the Primary Access located within the Geneva Property and defined above as the Geneva Easement Property, for the purposes of construction and maintenance of roads, walkways, bridges, and for ingress and egress to and from the Mt. Jordan Property, or any portion thereof, and for the purposes of installation and maintenance of any service or utility lines of any nature, poles, piping, support structures, etc., as necessary or convenient for providing utilities and services to the Mt. Jordan Property, or any portion thereof.

3. Perpetual Easements.

(a) The easements and rights-of-way granted hereunder shall be a benefit running with the Geneva Property, or any part thereof, and a burden upon the Mt. Jordan Easement Property, in perpetuity, and shall be for the use and benefit of Geneva Rock and its successors, heirs, and assigns, and their licensees, invitees, agents, representatives, and others Geneva Rock or its successors desires to provide access to the Geneva Property.

(b) The easements and rights-of-way granted hereunder shall be a benefit running with the Mt. Jordan Property, or any part thereof, and a burden upon the Geneva Rock Property, in perpetuity, and shall be for the use and benefit of Mt.

Jordan and its successors, heirs, and assigns, and their licensees, invitees, agents, representatives, and others Mt. Jordan or its successors desires to provide access to the Mt. Jordan Property.

4. Specific Performance.

(a) Mt. Jordan confirms that damages at law will be an inadequate remedy for a breach or a threatened breach of any of the provisions hereof. Therefore, the specific rights of Geneva Rock and the obligations of Mt. Jordan hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, if so elected by Geneva Rock or other parties entitled to use of the easements granted hereunder pursuant to Section 3 of this Agreement. It is the intention of the parties by this provision to make clear the agreement of the parties that the rights of Geneva Rock and the obligations of Mt. Jordan hereunder shall be enforceable in equity as well as at law or otherwise.

(b) Geneva Rock confirms that damages at law will be an inadequate remedy for a breach or a threatened breach of any of the provisions hereof. Therefore, the specific rights of Mt. Jordan and the obligations of Geneva Rock hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, if so elected by Mt. Jordan or other parties entitled to use of the easements granted hereunder pursuant to Section 3 of this Agreement. It is the intention of the parties by this provision to make clear the agreement of the parties that the rights of Mt. Jordan and the obligations of Geneva Rock hereunder shall be enforceable in equity as well as at law or otherwise.

5. No Obstructions. Neither Mt. Jordan or Geneva Rock, nor their successors, shall cause any fence, gate, wall, barricade, or other obstruction, whether temporary or permanent in nature, to be constructed or situated upon the Easement Parcel, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted in Sections 1 and 2 hereof, nor shall Mt. Jordan or Geneva Rock, nor their successors, in any other way obstruct or interfere with the use of such rights-of-way and easements. Poles, piping, support structures, and other improvements for providing services and utilities to the Geneva Property and/or the Mt. Jordan Property shall be located upon the Primary Access in a manner reasonably determined to maximize the usefulness of the Primary Access to the parties hereto and their successors in interest. In the event the owner of the Geneva Property installs

utility lines on the Mt. Jordan Easement Property for service to the Geneva Property, such installing owner shall cause the utility lines located on the Mt. Jordan Easement Property to be installed underground, to the greatest extent possible. In the event the owner of the Mt. Jordan Property installs utility lines on the Geneva Easement Property for service to the Mt. Jordan Property, such installing owner shall cause the utility lines located on the Geneva Easement Property to be installed underground, to the greatest extent possible. The owners of the Geneva Property shall be under no obligation to install utility lines underground if such utility lines are located upon the portion of the Primary Access owned by such installing owner.

6. Liberal Construction. Mt. Jordan acknowledges and agrees that the easements granted hereunder provide the primary access to the Geneva Property for ingress, egress, services, and utilities. Mt. Jordan further acknowledges that there may be a significant period of time during which the Geneva Property is used for, among other things, the extraction and sale of rock products, asphalt, and ready mix concrete and that there may be significant amounts of heavy equipment and trucks passing over the Easement Parcel. Additionally, ultimately the Geneva Property will be developed by Geneva Rock or its successors in interest and the requirements for ingress, egress, services, and utilities cannot be anticipated at this time. Ultimately the Mt. Jordan Property will also be developed by Mt. Jordan or its successors in interest and the requirements for ingress, egress, services, and utilities cannot be anticipated at this time. Therefore, the easements granted hereunder shall be given the most liberal construction possible to permit Mt. Jordan, Geneva Rock and/or their successors or assigns to develop the Geneva Property and the Mt. Jordan Property, or any portion thereof, and to enable their desired uses of the Geneva Property and the Mt. Jordan Property to comply with all laws, ordinances, rules, regulations, and orders necessary to permit and accomplish any development and use of the Geneva Property and the Mt. Jordan Property desired by the then owner(s), or any portion thereof. Such liberal construction shall not, however, impair or diminish the rights and interest of Geneva Rock or its successors to conduct activities relating to its business, including, without limitation, extraction, processing, and sale of rock products, asphalt, and concrete.

7. Duration. This Agreement, and each right-of-way, easement, covenant, and restriction set forth in this Agreement, shall be perpetual.

8. Not a Public Declaration. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Geneva Easement Property or the Mt. Jordan Easement Property for the general public or for any public

purposes whatsoever, it being the intention of Geneva and Mt. Jordan that this Agreement be strictly limited to the purposes expressed in this Agreement.

9. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold the other parties (the "Indemnified Parties"), together with all of their tenants, agents, or employees, harmless from and against all liability, loss, or costs incurred, including without limitation reasonable attorneys' fees, arising out of, related to, or caused by the Indemnifying Party's acts or omissions to act, use of, or occupancy of the Indemnified Parties' property. The Indemnified Parties shall give to the Indemnifying Party prompt and timely notice of any claim or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Indemnifying Party. Each party shall have the right to participate in the defense of the same to the extent of its own interest.

10. Covenants Run with Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of the Geneva Property or the Mt. Jordan Property to the extent that such portion is affected or bound by the right-of-way, easement, covenant, or restriction in question, or to the extent that such right-of-way, easement, covenant, or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any owner(s) whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If either Geneva Rock or Mt. Jordan transfers the Geneva Property or the Mt. Jordan Property, as the case may be, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of such owner contained in this Agreement, and if the transferring owner has by such transfer transferred all of its ownership interest in such property, such transferring owner shall be released and discharged from all of its obligations under this Agreement accruing after the date of recordation in the official records of the instrument effecting such transfer.

11. Affect of Breach. No breach of this Agreement shall entitle any owner of the affected real property to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such owner of real property may have under this Agreement by reason of any such breach.

12. General Provisions. This Agreement shall be governed by and construed and interpreted in accordance with the laws (excluding the choice of law rules) of the

State of Utah. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. The ownership of properties by the same person shall not result in the termination of this Agreement. This Agreement shall be binding on the heirs, successors, assigns, lenders, and mortgagees of the parties. The exhibits attached hereto are by this reference made a part of this Agreement. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement.

13. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in writing executed by both of the parties hereto.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

15. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MT. JORDAN:

MT. JORDAN LIMITED PARTNERSHIP,  
a Utah limited partnership,

By G. Lyn Kimball  
G. Lyn Kimball, General Partner

By Earl Toone  
Earl Toone, General Partner

By Orren J. Greenwood  
Orren J. Greenwood, General Partner

ROCKWELL ENTERPRISES, INC.

By Murray Smith, Pres.  
Murray Smith, its President  
General Partner

GENEVA ROCK:

GENEVA ROCK PRODUCTS, INC.,  
a Utah corporation,

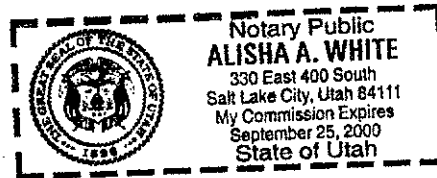
By Albert T. Schellenberg  
Albert T. Schellenberg  
Vice President

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On October 29, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared G. Lyn Kimball, Earl Toone, Orren J. Greenwood and Murray Smith as President of Rockwell Enterprises, Inc., known to me (or proved to me on the basis of satisfactory evidence) to be the persons that executed the within instrument as General Partners, on behalf of MT. JORDAN LIMITED PARTNERSHIP, the partnership therein named, and acknowledged to me that the partnership executed it.

WITNESS my hand and official seal.

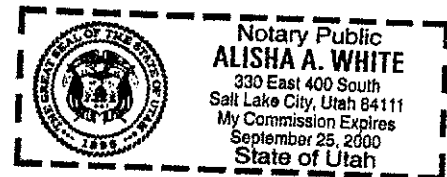
Alisha A. White  
Notary Signature and Seal



STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of October, 1998, by Albert T. Schellenberg, the Vice President of GENEVA ROCK PRODUCTS, INC., a Utah corporation.

Alisha A. White  
NOTARY PUBLIC



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## EXHIBIT "C"

LEGAL DESCRIPTION OF HAUL ROAD LOWER HALF  
Oct. 29, 1998

Beginning at a point on the North line of Mount Jordan property:  
1351.823 feet South and 978.393 feet East from the Northeast Corner  
of Section 14, Township 4 South, Range 1 West, Salt Lake Base and  
Meridian and running thence S 30°08'48"W 126.372 feet, thence South  
westerly 191.591 feet along the arc of an 800 foot radius curve to the  
right, (long chord bears S 37°00'27"W 191.133 feet, with a central  
angle of 13°43'18"); thence S 43°52'06"W 631.350 feet; thence South  
westerly 211.771 feet along the arc of an 800 foot radius curve to the  
left, (long chord bears S 86°17'05"W 211.153 feet, with a central  
angle of 15°10'01"); thence S 28°42'05"W 63.786 feet; thence Southwesterly  
419.214 feet along the arc of a 500 foot radius curve to the right;  
(long chord bears S 52°43'14"W 407.042 feet, with a central angle of  
48°02'18"); thence S 76°44'23"W 153.738 feet to the end of the center  
line of a 60 foot easement, thence N 13°15'37"W 30.00 feet, thence N 76°  
44'23"E 153.738 feet, thence Northeasterly 394.061 feet along the arc  
of a 470 foot radius curve to the left, (long chord bears N 52°43'14"E  
382.620 feet, with a central angle of 48°02'18"); thence N 28°42'05"E  
63.786 feet; thence Northeasterly 219.712 feet along the arc of an 830  
foot radius curve to the right, (long chord bears N 36°17'05"E 219.071  
feet, with a central angle of 15°10'01"); thence N 43°52'06"E 631.350  
feet; thence Northeasterly 184.406 feet along the arc of a 770 foot  
radius curve to the left, (long chord bears N 37°00'27"E 183.966 feet,  
with a central angle of 13°43'18"); thence N 30°08'48"E 126.372 feet;  
thence S 59°51'12"E 30.00 feet to the point of beginning.

POOR COPY.  
CO. RECORDER

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## LEGAL DESCRIPTION OF HAUL ROAD UPPER HALF

Oct. 29, 1998

Beginning at a point on the North line of the Mount Jordan property 1351.823 feet South and 978.393 feet East from the Northeast Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence S 30°08'48"W 126.372 feet, thence South westerly 191.591 feet along the arc of an 800 foot radius curve to the right, (long chord bears S 37°00'27"W 191.133 feet, with a central angle of 13°43'18"); thence S 43°52'06"W 631.350 feet; thence South westerly 211.771 feet along the arc of an 800 foot radius curve to the left, (long chord bears South 36°17'05"West 211.153 feet, with a central angle of 15°10'01"); thence South 28°42'05"West 63.786 feet; thence Southwesterly 419.214 feet along the arc of a 500 foot radius curve to the right; (long chord bears South 52°43'14"W 407.042 feet, with a central angle of 48°02'18"); thence S 76°44'23"W 153.738 feet to the end of the center line of a 60 foot wide easement, thence S 13°15'37"E 30.00 feet; thence N 76°44'23"E 153.738 feet, thence Northeasterly 444.366 feet along the arc of a 530 foot radius curve to the left. (long chord bears N 52°43'14"E 431.465 feet, with a central angle of 48°02'18"); thence N 28°42'05"E 63.786 feet, thence Northeasterly 203.829 feet along the arc of a 770 foot radius curve to the right, (long chord bears N 36°17'05"E 203.235 feet, with a central angle of 15°10'01"); thence N 43°52'06"E 631.350 feet, thence Northeasterly 198.775 feet along the arc of an 830 foot radius curve to the left, (long chord bears N 37°00'27"E 198.301 feet, with a central angle of 13°43'18"); thence N 30°08'48"E 126.372 feet, thence N 59°41'12"W 30.00 feet to the point of beginning.

-POOR COPY-  
CO. RECORDER

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